



Department of Planning and Environment

**Invitation to submit an Expression of Interest (EOI)  
for the  
Services Contract at Penrose Park Recreation Reserve**

**PART A**

Project Name:	Penrose Park Recreation Reserve
Closing date/time:	8 January 2024

**Enquiries about this EOI to (also refer to Para 3.5 of this Part):**

Name and position:	Deena Robinson - Crown Lands
Email:	<a href="mailto:cl.western.region@crowland.nsw.gov.au">cl.western.region@crowland.nsw.gov.au</a>

**Responses to this EOI to (also refer to Para 3.4 of this Part):**

Will only be received:	By email to <a href="mailto:cl.western.region@crowland.nsw.gov.au">cl.western.region@crowland.nsw.gov.au</a>
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**Site Inspections (also refer to Para 3.8 of this Part):**

Will be held:	By appointment- Contact: Jody Carr 32 Sulphide Street, BROKEN HILL Email: <a href="mailto:cl.western.region@crowland.nsw.gov.au">cl.western.region@crowland.nsw.gov.au</a> Mobile: 0417 811 033
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EXPRESSION OF INTEREST

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## EXPRESSION OF INTEREST

### 1. Definitions

Unless the context requires otherwise, in this Expression of Interest:

“Addendum” means an addition to this EOI made by the Department before the Closing Date and Time.

“**The Department**” means the Department of Planning and Environment acting for the Lands Administration Ministerial Corporation, ABN 47 373 167 948 (LAMC), located at Level 28, 4 Parramatta Square, 12 Darcy St, Parramatta, NSW 2150

“Non-Conforming **Proposal**” means a Proposal that does not conform in all material respects with the EOI.

“**Management Services Contract**” means draft documents provided in PART D of the EOI.

“**Proposal**” means the documents constituting an offer by a Tenderer to supply management services in response to this EOI.

“**Site**” means the Penrose Park Reserve contained in Lot 34 in DP 757309.

“**Tenderer**” means any entity responding to this document.

### 2. Information about the EOI process

#### Invitation to submit an EOI

This document invites Expressions of Interest (EOI) for the opportunity to enter a ‘Management Services Contract’ of Crown land known as Penrose Park Reserve with the Department.

Upon completion of the EOI process, the Department will consider all applications with a view to the selection of a preferred Tenderer, with whom to enter negotiations regarding a ‘Management Services Contract’ for the term stated in Clause 3.

#### Two Stage Tendering

This EOI is the first stage of a proposed two stage tender process, as follows:

- Stage 1 invites Tenderers to submit a proposal demonstrating their ability to undertake tasks at Penrose Park. These tasks are listed in Clause 3. This allows the Department to nominate a suitability qualified Tenderer/s whose proposal meets the Department’s daily management requirements for the term defined in Clause 3.
- Stage 2 involves an “offer” phase. The Department reserves the right, in its absolute discretion, to adopt any procurement strategy, following the evaluation of EOI responses. This includes, but is not limited to, entering direct negotiations with one or more Tenderers who have been short-listed with a view to finalising contractual terms acceptable to the Department.

### 3. Program Summary

This document invites EOIs for the opportunity to enter a short-term Management Services Contract on Crown land known as the Penrose Park Reserve

#### Contract Term

As per the Services Contract (subject to offer/extension by the Department).

#### Objective

Engagement of appropriate service provider to deliver daily management services to ensure the daily operation of the Penrose Park.

#### Site and Context

The Penrose Park Reserve is located at Silverton, having an area of approximately 28.34 hectares. The land is Lot 34 DP 757309 (‘Site’), Parish of Umberumberka, County of Yancowinna. The Site forms Reserve 34483 for the public purpose of ‘Public Recreation’.

The Site is currently being operated under a temporary contractual arrangement and Tenderers should assume commencement of management services as soon as practical.

#### Improvements to be maintained

## EXPRESSION OF INTEREST

- Camping ground (powered and unpowered sites);
- Contractor's residence and office;
- Bunk house and cabins;
- Playground equipment;
- Tennis Courts;
- Camp kitchen/BBQ facilities;
- Hall and kitchen; and
- Open space, cricket oval.

### 4. Preparation of Expressions of Interest EOI document This invitation comprises of five parts, as follows:

1.	Invitation to Register Expressions of Interest (EOI)	PART A – This document	PDF
2.	Standard Conditions of Tendering	PART B	PDF
3.	EOI Response	PART C	MSWord
4.	Draft Management Services Contract	PART D	PDF
5.	Evaluation Criteria	PART E	PDF

#### Standard Conditions of Tendering – Part B

Standard Conditions of Tendering can be found in Part B of this invitation documentation. As stated in Paragraph 1 of Part B these Standard Conditions apply to this invitation.

All Tenderers must read the Standard Conditions of Tendering before responding to this invitation.

#### Lodgement of EOI responses – Part B

An EOI response must be received by the Closing Date and Time and may only be submitted by electronic lodgement at Email: [cl.western.region@crowland.nsw.gov.au](mailto:cl.western.region@crowland.nsw.gov.au)

By electronically lodging an EOI, the respondent is taken to have accepted conditions shown in the Conditions of Tendering in Part B.

In accordance with Ministerial Memorandum M2007-01, and the *Government Information (Public Access) Act 2009*, the details of this invitation, any responses, and any Government contract that is subsequently entered into may be publicly disclosed.

#### EOI Document – Part C

Tenderers must read all Parts of this document and submit completed PART C – EOI Response.

It is expected that potential Tenderers will have read the entire EOI document and have familiarized themselves with all information contained therein prior to submitting a tender.

#### Monthly Contractual Fee for Service - Part D

Tenderers should specify a proposed monthly contract fee (inclusive of GST) to perform the duties outlined in the draft 'Services Contract' PART D.

The contract fee will be determined as a result of negotiations with the preferred Tenderer at a value that takes into consideration the social, economic and environmental benefits to the community.

The quantum of contract fee offered will not be the key determinant of whether a Proposal progresses to the next stage of the procurement process.

#### Draft Contract for Management Services – Schedule A of Part D

A draft Contract for Management Services has been included for review as Part D. Tenderers should seek independent advice regarding the terms and conditions of the draft Contract and the information set out in this EOI.

The draft contract is a guide only. It is likely that no changes will be made to the terms and conditions of the draft contract. The final contract will be subject to the addition or removal of any negotiated terms and conditions negotiations agreed upon during Stage 2 of the tender process.

## 5.0 General information

### Contact Officer

During the EOI invitation period, potential Tenderers may seek clarification of the areas of the EOI through the Contact Officer nominated on the front page of the EOI invitation document only. All requests must be in writing, via email.

Where a clarification given to one Respondent provides significant information about the EOI, this information will be issued as an Addendum.

### Minimum validity period

All proposals submitted must remain valid for a minimum of 90 days from lodgement date.

### Site Inspections

A Site inspection provides potential Tenderers with an opportunity to inspect the Site. Tenderers may ask questions at the inspections and the representative/s will endeavor to provide answers as part of the inspection. However, the Department may choose to take questions "on notice" and respond in writing, via an addendum, to all Tenderers.

Site Inspections can be arranged by contacting Jody Carr on 0417 811 033 (phone) or [cl.western.region@crowland.nsw.gov.au](mailto:cl.western.region@crowland.nsw.gov.au) (email).

### Discontinuing the Process

The Department reserves the right to discontinue either Stage 1 or Stage 2 at any point, without deciding regarding acceptance or rejection of the proposals submitted.

### Intellectual Property

All intellectual property created as part of the Project, including but not limited to the methodology, data, findings, and any other material produced by the successful Contractor/s, vests immediately on its creation in the Department. Full Intellectual Property requirements will be reflected in the contract document.

Tenderers agree their EOIs become the property of the Department upon proposal.

### Financial Capacity

The Department contracts with recognised, acceptable legal entities and does not contract with firms under any form of external administration. Tenderers must provide evidence of its legal status or capacity to contract.

The preferred Tenderer will be required to keep a current public risk insurance policy for no less than \$20 million during the contract

### Additional Information

The Department may seek additional information from Tenderers in relation to this EOI and any subsequent stages of the tendering process.